

EXHIBIT A



Notice of Service of Process

Transmittal Number: 29549156
Date Processed: 07/23/2024

Primary Contact: Christine DiDomizio
Jaguar Land Rover North America, LLC
100 Jaguar Land Rover Way
Mahwah, NJ 07495-1100

Electronic copy provided to: Ricardo Tapia
Ramsey Ong
Nadira Kirkland
Patricia Bradley
Agnes Wegiel
Timothy Fleming

Entity:	Jaguar Land Rover North America, LLC Entity ID Number 3279821
Entity Served:	Jaguar Land Rover North America, LLC
Title of Action:	James Evans vs. Jaguar Land Rover North America, LLC
Matter Name/ID:	James Evans vs. Jaguar Land Rover North America, LLC (16020937)
Document(s) Type:	Summons/Complaint
Nature of Action:	Breach of Warranty
Court/Agency:	Alameda County Superior Court, CA
Case/Reference No:	24CV083947
Jurisdiction Served:	California
Date Served on CSC:	07/23/2024
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Goldsmith West 310-620-8560

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

JAGUAR LAND ROVER NORTH AMERICA, LLC and DOES 1 to 50

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JAMES EVANS

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ELECTRONICALLY FILED
Superior Court of California
County of Alameda

07/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California, County of Alameda
1225 Fallon Street, Oakland California 94612

CASE NUMBER: (Número del Caso):

24CV083947

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Goldsmith West, A Professional Law Corporation

David Goldsmith, Phuc Minh ("Peter") Le, 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, California 90274, Tel.: +1 (310) 620-8560.

Chad Finke, Executive Officer / Clerk of the Court

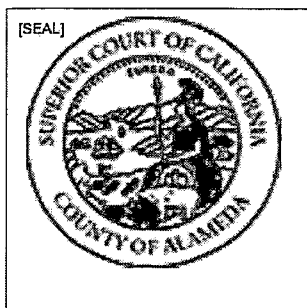
DATE: 07/18/2024

(Fecha)

Clerk, by D. Drew, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): Jaguar Land Rover North America, LLC
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): LLC
- ☒ by personal delivery on (date): 07/23/2024

Page 1 of 1

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

07/18/2024 at 04:28:00 PM

By: Darrell Drew,

Deputy Clerk

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 Phuc Minh ("Peter") Le (State Bar No. 313323)
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Attorneys for Plaintiff James Evans

SUPERIOR COURT OF THE STATE OF CALIFORNIA**COUNTY OF ALAMEDA****OAKLAND- RENE C. DAVIDSON COURTHOUSE**

JAMES EVANS,

Plaintiff,

v.

JAGUAR LAND ROVER NORTH
AMERICA, LLC and DOES 1 to 50,

Defendants.

Case Number **24CV083947****COMPLAINT****DEMAND FOR ELECTRONIC SERVICE****DEMAND FOR JURY TRIAL**

Plaintiff alleges as follows:

Common Allegations

1. As used in this Complaint, the word "Plaintiff" shall mean Plaintiff James Evans.
2. Plaintiff is ignorant of the true names and capacities of the Defendants sued under the fictitious names DOES 1 to 50. They are sued pursuant to Code of Civil Procedure section 474. When Plaintiff becomes aware of the true names and capacities of the Defendants sued as DOES 1 to 50, Plaintiff will amend this Complaint to state their true names and capacities.
3. Defendants DOES 11 to 50 are persons who conspired to commit, aided, abetted, and/or ratified the conduct alleged in this Complaint.

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1 4. On or about August 28, 2022, Plaintiff purchased a 2020 Land Rover Range
2 Rover Sport (hereafter "Vehicle") which was manufactured, distributed, or sold by Defendants
3 Jaguar Land Rover North America, LLC and DOES 1 to 10 (hereafter "Defendant Warrantor").
4 The total consideration which Plaintiff paid or agreed to pay, including taxes, license, and
5 finance charges is \$121,000.84. The Vehicle was purchased and/or used primarily for personal,
6 family, or household purposes, or qualifies as a new motor vehicle under subdivision (e)(2) of
7 Civil Code section 1793.22. Plaintiff purchased the Vehicle from a person or entity engaged in
8 the business of manufacturing, distributing, or selling consumer goods at retail.

9 5. Plaintiff's agreement to purchase the Vehicle was memorialized in a written
10 document which provides, among other things, that "ANY HOLDER OF THIS CONSUMER
11 CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE
12 DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES
13 OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF." Defendants
14 DOES 21 through 30 are or, at one time, were holders of the contract and are thus subject to all
15 claims and defenses which Plaintiff could assert against the seller.

16 6. In connection with the purchase, Plaintiff received an express written warranty in
17 which Defendant Warrantor undertook to preserve or maintain the utility or performance of the
18 Vehicle or to provide compensation if there is a failure in utility or performance for a specified
19 period of time. The warranty provided, in relevant part, that in the event a defect developed with
20 the Vehicle during the warranty period, Plaintiff could deliver the Vehicle for repair services to
21 Defendant Warrantor's representative and the Vehicle would be repaired.

22 7. During the warranty period, the Vehicle contained or developed various defects,
23 including, but not limited to, defects which cause the Vehicle's infotainment system to glitch,
24 freeze, shut off, restart spontaneously, and take a long time to load while driving; defects which
25 cause the Vehicle's air conditioning system to turn on and/or change its settings spontaneously
26 while driving; defects which cause an iPhone to not connect while driving; defects which cause
27 the Vehicle's Apple car play to intermittently not function while driving; defects which cause the
28 Vehicle's climate control panel to not respond to touch operation while driving; defects which

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1 cause the Vehicle's spoiler to be loose and move during operation; defects which cause the
 2 Vehicle's keyless entry to intermittently be inoperable; defects which cause the Vehicle's key fob
 3 trunk to open intermittently; defects which cause the Vehicle's key fob to be inoperable; and
 4 defects which cause the Vehicle's forward alert warning to illuminate while driving.

5 8. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the
 6 Vehicle, and has exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so
 7 again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section
 8 1794(b)(1), including the entire purchase price. In the alternative, Plaintiff seeks the remedies
 9 set forth in California Civil Code section 1794(b)(2), including the diminution in value of the
 10 Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value
 11 is *de minimis*.

12 **First Cause of Action**

13 **By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC**
 14 **and DOES 1 to 30**

15 **Breach of the Implied Warranty of Merchantability**

16 **Cal. Civ. Code § 1794**

17 9. Plaintiff incorporates by reference the allegations contained in paragraphs 1
 18 through 8, above.

19 10. Pursuant to Civil Code §§ 1792 and 1791.1, the sale of the Vehicle was
 20 accompanied by Defendant Warrantor's implied warranty of merchantability. The duration of
 21 the implied warranty is coextensive in duration with the duration of the express written warranty
 22 provided by Defendant Warrantor.

23 11. The implied warranty of merchantability means and includes that the Vehicle will
 24 comply with each of the following requirements: (1) The Vehicle will pass without objection in
 25 the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which
 26 such goods are used; (3) The Vehicle is adequately contained, packaged, and labeled; and (4)
 27 The Vehicle will conform to the promises or affirmations of fact made on the container or label.

28 ///

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12. During the time period in which the implied warranty was in effect, the Vehicle contained or developed the defects stated in paragraph 7, above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without objection in the trade under the contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labeled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

13. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its obligations under the implied warranty, and therefore brings this claim pursuant to Civil Code § 1794.

Second Cause of Action

**By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC
 and DOES 1 to 30**

Breach of the Implied Warranty of Fitness

Cal. Civ. Code § 1794

14. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 8, above.

15. Defendant Warrantor is a manufacturer, distributor, or seller who had reason to know at the time of the retail sale that the Vehicle was required for a particular purpose and that the Plaintiff was relying on the Defendant Warrantor's skill or judgment to select or furnish suitable goods.

16. Pursuant to Civil Code § 1792.1, the sale of the Vehicle was accompanied by Defendant Warrantor's implied warranty that the Vehicle would be fit for Plaintiff's particular purpose. The duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant Warrantor.

17. On or about August 28, 2022, or during the time period in which the implied warranty was in effect, the Vehicle contained or developed the defects stated in paragraph 7, above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle is not fit for Plaintiff's particular purpose.

1 18. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its
2 obligations under the implied warranty, and therefore brings this claim pursuant to Civil Code §
3 1794.

4 **Third Cause of Action**

5 **By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC**
6 **and DOES 1 to 40**

7 **Breach of Express Warranty**

8 **Cal. Civ. Code § 1794**

9 19. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 8, above.

11 20. In accordance with Defendant Warrantor's warranty, Plaintiff delivered the
12 Vehicle to Defendant Warrantor's representative in this state to perform warranty repairs.
13 Plaintiff may continue to do so even after this lawsuit is filed. Plaintiff did so within a
14 reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant
15 Warrantor and its representative of the characteristics of the defects. However, the
16 representative failed to repair the Vehicle, breaching the terms of the written warranty on each
17 occasion.

18 21. In addition, Defendant provided a warranty by virtue of a sample or model.
19 However, the Vehicle did not conform to the sample or model that Defendant provided.

20 22. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its
21 obligations under the express warranty, and therefore brings this claim pursuant to Civil Code §
22 1794(a).

23 23. Civil Code § 1794(a) is a statute that imposes strict liability without regard to
24 intent and which is intended to protect the general welfare. Defendants DOES 31 to 40 are
25 persons who are in a position of responsibility which allows them to influence business policies
26 or the activities of the entity Defendants in this action. There is a nexus between their position in
27 the entity and the violation alleged here such that they could have influenced the actions which
28 constituted the violations. Their actions or inactions facilitated the violations alleged herein.

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24. Defendant Warrantor's failure to comply with its obligations under the express warranty was willful, in that Defendant Warrantor and its representative were aware of their obligation to repair the Vehicle under the express warranty, but they intentionally declined to fulfill that obligation. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code § 1794(c).

Fourth Cause of Action

**By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC
 and DOES 1 to 40**

Failure to Promptly Repurchase Product

Cal. Civ. Code § 1793.2(d)

25. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 8, above.

26. Defendant Warrantor and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of attempts. Despite this fact, Defendant Warrantor failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code §§ 1793.2(d) and 1793.1(a)(2), and will continue to fail to promptly do so even after this lawsuit is filed.

27. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its obligations pursuant to Civil Code §§ 1793.2(d) and 1793.1(a)(2), and therefore brings this claim pursuant to § 1794.

28. Civil Code § 1793.2(d) is a statute that imposes strict liability without regard to intent and which is intended to protect the general welfare. Defendants DOES 31 to 40 are persons who are in a position of responsibility which allows them to influence business policies or the activities of the entity Defendants in this action. There is a nexus between their position in the entity and the violation alleged here such that they could have influenced the actions which constituted the violations. Their actions or inactions facilitated the violations alleged herein.

29. Defendant Warrantor's failure to comply with its obligations under § 1793.2(d) was willful, in that Defendant Warrantor and its representative were aware that they were unable

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1 to service or repair the Vehicle to conform to the applicable express warranties after a reasonable
 2 number of repair attempts, yet Defendant Warrantor failed and refused to promptly replace the
 3 Vehicle or make restitution despite Plaintiff's demand. Accordingly, Plaintiff is entitled to a
 4 civil penalty of two times Plaintiff's actual damages pursuant to § 1794(c).

5 30. Despite Defendant Warrantor's violation of § 1793.2(d) and its notice thereof,
 6 Defendant Warrantor failed to comply with its obligations within a reasonable time.
 7 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages
 8 pursuant to Civil Code § 1794(e).

9 31. Plaintiff seeks civil penalties pursuant to § 1794, subdivisions (c) and (e) in the
 10 alternative and does not seek to cumulate civil penalties, as provided in § 1794(f).

11 **Fifth Cause of Action**

12 **By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC**
 13 **and DOES 1 to 40**

14 **Failure to Commence Repairs Within a Reasonable Time**

15 **Cal. Civ. Code § 1794**

16 32. Plaintiff incorporates by reference the allegations contained in paragraphs 1
 17 through 8, above.

18 33. Although Plaintiff delivered the Vehicle to Defendant Warrantor's representative
 19 in this state and may continue to do so even after this lawsuit is filed, Defendant Warrantor and
 20 its representative failed to commence the service or repairs within a reasonable time.

21 34. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its
 22 obligations pursuant to § 1793.2(b), and therefore brings this claim pursuant to § 1794.

23 35. Civil Code § 1793.2(b) is a statute that imposes strict liability without regard to
 24 intent and which is intended to protect the general welfare. Defendants DOES 31 to 40 are
 25 persons who are in a position of responsibility which allows them to influence business policies
 26 or the activities of the entity Defendants in this action. There is a nexus between their position in
 27 the entity and the violation alleged here such that they could have influenced the actions which
 28 constituted the violations. Their actions or inactions facilitated the violations alleged herein.

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36. Defendant Warrantor's failure to comply with its obligations under § 1793.2(b) was willful, in that Defendant Warrantor and its representative were aware that they were obligated to commence repair within a reasonable time, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to § 1794(c).

Sixth Cause of Action

**By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC
 and DOES 1 to 40**

Failure to Complete Repairs Within 30 Days

Cal. Civ. Code § 1794

37. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 8, above.

38. Although Plaintiff delivered the Vehicle to Defendant Warrantor's representative in this state and may continue to do so even after this lawsuit is filed, Defendant Warrantor and its representative failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code § 1793.2(b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.

39. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its obligations pursuant to § 1793.2(b), and therefore brings this claim pursuant to § 1794.

40. Civil Code § 1793.2(b) is a statute that imposes strict liability without regard to intent and which is intended to protect the general welfare. Defendants DOES 31 to 40 are persons who are in a position of responsibility which allows them to influence business policies or the activities of the entity Defendants in this action. There is a nexus between their position in the entity and the violation alleged here such that they could have influenced the actions which constituted the violations. Their actions or inactions facilitated the violations alleged herein.

41. Defendant Warrantor's failure to comply with its obligations under § 1793.2(b) was willful, in that Defendant Warrantor and its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within

30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to § 1794(c).

Seventh Cause of Action

**By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC
and DOES 1 to 40**

Failure to Maintain Sufficient Service and Repair Facilities

Cal. Civ. Code § 1794

42. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 8, above.

43. Defendant Warrantor has failed to maintain in this state sufficient service and repair facilities reasonably close to all areas where its consumer goods are sold to carry out the terms of the warranties or to designate and authorize in this state as service and repair facilities independent repair or service facilities reasonably close to all areas where its consumer goods are sold to carry out the terms of the warranty as required by Civil Code § 1793.2(a).

44. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its obligations pursuant to § 1793.2(a), and therefore brings this claim pursuant to § 1794.

45. Civil Code § 1793.2(a) is a statute that imposes strict liability without regard to intent and which is intended to protect the general welfare. Defendants DOES 31 to 40 are persons who are in a position of responsibility which allows them to influence business policies or the activities of the entity Defendants in this action. There is a nexus between their position in the entity and the violation alleged here such that they could have influenced the actions which constituted the violations. Their actions or inactions facilitated the violations alleged herein.

46. Defendant Warrantor's failure to comply with its obligations under § 1793.2(a) was willful, in that Defendant was aware that it was obligated to maintain in this state sufficient service and repair facilities reasonably close to all areas where its consumer goods are sold to carry out the terms of the warranties or to designate and authorize in this state as service and repair facilities independent repair or service facilities reasonably close to all areas where its consumer goods are sold to carry out the terms of the warranty, yet it failed to do so.

1 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages
2 pursuant to § 1794(c).

3 **Eighth Cause of Action**

4 **By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC**
5 **and DOES 1 to 40**

6 **Failure to Make Service Literature and Parts Available**

7 **Cal. Civ. Code § 1794**

8 47. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 8, above.

10 48. Defendant Warrantor has failed to make available to authorized service and repair
11 facilities sufficient service literature and replacement parts to effect repairs during the express
12 warranty period, as required by Civil Code § 1793.2(a)(3).

13 49. Plaintiff has been damaged by Defendant Warrantor's failure to comply with its
14 obligations pursuant to § 1793.2(a)(3), and therefore brings this claim pursuant to § 1794.

15 50. Civil Code § 1793.2(a)(3) is a statute that imposes strict liability without regard to
16 intent and which is intended to protect the general welfare. Defendants DOES 31 to 40 are
17 persons who are in a position of responsibility which allows them to influence business policies
18 or the activities of the entity Defendants in this action. There is a nexus between their position in
19 the entity and the violation alleged here such that they could have influenced the actions which
20 constituted the violations. Their actions or inactions facilitated the violations alleged herein.

21 51. Defendant Warrantor's failure to comply with its obligations under § 1793.2(a)(3)
22 was willful, in that Defendant Warrantor was aware that it was obligated to make available to its
23 authorized service and repair facilities sufficient service literature and replacement parts to effect
24 repairs during the express warranty period, yet it failed to do so. Accordingly, Plaintiff is
25 entitled to a civil penalty of two times Plaintiff's actual damages pursuant to § 1794(c).

26 ///

Ninth Cause of Action

**By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC
and DOES 1 to 30**

Advertising Defective Merchandise Without Disclosing Defects

Bus. & Prof. Code, § 17531; § 17535

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 2, above.

53. On or about August 28, 2022, Defendant Warrantor advertised, called attention to, or gave publicity to the sale of merchandise, which merchandise was defective in any manner, without conspicuously displaying directly in connection with the name and description of that merchandise and each article, unit, or part thereof, a direct and unequivocal statement, phrase, or word which clearly indicated that the merchandise or each article, unit, or part thereof so advertised was defective, in violation of Business & Professions Code section 17531.

54. The representations were made in a newspaper, magazine, circular, form letter or in an open publication, published, distributed, or circulated in this state, including over the Internet, or on any billboard, card, label, or other advertising medium, or by means of another advertising device.

55. Plaintiff has suffered injury in fact and has lost money or property as a result of Defendant Warrantor's violation of Business & Professions Code section 17531. Pursuant to Business & Professions Code section 17535, the Court may enjoin Defendant Warrantor from engaging in any future violations of section 17531, and may make such orders or judgments, including the appointment of a receiver, as may be necessary to restore to Plaintiff any money or property, real or personal, which may have been acquired by means of the violation of Business & Professions Code section 17531.

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Tenth Cause of Action

**By Plaintiff James Evans Against Defendants Jaguar Land Rover North America, LLC
 and DOES 1 to 30**

Conversion

56. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 2, above.

57. Plaintiff is the owner of and has an immediate right to possession of a specific sum of money which is capable of identification. (*Farmers Ins. Ex. v. Zerin* (1997) 53 Cal.App.4th 445, 451-52.) Specifically, pursuant to Civil Code § 1793.2(d), Plaintiff is entitled to restitution of the amounts paid or payable for the Vehicle from Defendant.

58. Instead of delivering the money to which Plaintiff is entitled to Plaintiff, Defendant has wrongfully converted that money for its own use.

59. As a result of Defendant's conversion, Plaintiff has suffered damages.

60. Defendant's conduct was fraudulent, oppressive, and malicious, and thus, Plaintiff is entitled to recover punitive damages pursuant to Civil Code section 3294. Specifically, Defendant was aware of its obligation to make restitution to Plaintiff and intentionally failed to do so. In addition, Defendant falsely and intentionally misrepresented to Plaintiff that it was not obligated to make restitution. Furthermore, Defendant is aware that Plaintiff has little choice but to continue using the defective Vehicle until Defendant makes restitution, and Defendant intentionally refused to make restitution to Plaintiff with the intent of arguing that Plaintiff's continued use is a reason to deny restitution to Plaintiff.

Eleventh Cause of Action

By Plaintiff James Evans Against Defendants DOES 41 to 50

Negligence

61. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 2, above.

62. Defendants DOES 41 to 50 (hereafter "Defendant Dealer") are engaged in the business of providing service or repair to new or used consumer goods.

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 TELEPHONE: +1 (310) 820-8560

63. In undertaking to perform those services, Defendant Dealer had a duty to perform those services in a good and workmanlike manner.

64. On a date within two years before this pleading was filed with the Court, Plaintiff sought repairs from Defendant Dealer. However, Defendant Dealer breached its duty to Plaintiff to perform those repairs in a good and workmanlike manner.

65. As a direct and proximate result of Defendant Dealer's breach, Plaintiff has been damaged in an amount to be proven at trial.

Twelfth Cause of Action

By Plaintiff James Evans Against Defendants DOES 41 to 50

Violation of Civil Code § 1796.5

66. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 2, above.

67. Defendants DOES 41 to 50 (hereafter "Defendant Dealer") are individuals, partnerships, corporations, associations, or some other kind of legal relationship which engage in the business of providing service or repair to new or used consumer goods.

68. Pursuant to Civil Code section 1796.5, Defendant Dealer had a duty to the purchaser to perform those services in a good and workmanlike manner.

69. On a date within two years before this pleading was filed with the Court, Plaintiff sought repairs from Defendant Dealer. However, Defendant Dealer breached their duty to Plaintiff to perform those services in a good and workmanlike manner.

As a direct and proximate result of Defendant Dealer's breach, Plaintiff has been damaged in an amount to be proven at trial.

///

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Thirteenth Cause of Action

Fraud

**By Plaintiff James Evan Against Defendants Jaguar Land Rover North America, LLC and
 DOES 1 to 30**

70. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1-70, inclusive, as though fully set forth herein.

71. On or about August 28, 2022, Defendant defrauded Plaintiff both by concealing material facts and by making a promise without an intention to perform the promise.

72. Specifically, on or about August 28, 2022, Defendant and representatives employed by it whose identities are currently unknown to Plaintiff knew that the vehicle had the defects described in paragraph 7, above. Defendant was bound to disclose these facts to Plaintiff because Defendant knew of the facts and knew that Plaintiff had no means to discover the facts. Defendant was also bound to disclose the defects to Plaintiff because Defendant provided Plaintiff with other facts about the Vehicle, including, but not limited to, a detailed description of the components, features, and benefits of the Vehicle.

73. In addition, Defendant and representatives employed by it whose identities are currently unknown to Plaintiff failed to disclose that there were undisclosed limitations on its performance of its obligations under the warranty. Defendant was bound to disclose these facts to Plaintiff because Defendant knew of the limitations and knew that Plaintiff had no means to discover them. Defendant was also bound to disclose the limitations because Defendant represented that it would provide Plaintiff with a warranty and did provide Plaintiff with a written warranty. Failing to disclose the limitations on the warranty was misleading.

74. Defendant concealed or suppressed these material facts with the intent to defraud and to induce Plaintiff to purchase the Vehicle. At the time that Plaintiff acted, Plaintiff was unaware of the concealed or suppressed facts and would not have purchased the Vehicle if Plaintiff had known the facts.

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1 75. In addition, Defendant made a promise about a material matter without any
2 intention of performing it. Specifically, on or about August 28, 2022, Defendant represented that
3 if the Vehicle developed certain defects during the warranty period and if Plaintiff presented the
4 Vehicle for repairs to one of its authorized dealerships, the defect would be repaired. Defendant
5 made these representations both in the written warranty that Plaintiff received at the time of
6 purchase as well as in a written brochure and in television, radio, and internet advertisements.
7 Plaintiff does not know the name of the individuals employed by Defendant who prepared these
8 materials.

9 76. Defendant had no intention of performing this promise because (1) it does not
10 adequately train its dealers to diagnose and repair all of the potential defects that might arise with
11 the Vehicle (including, but not limited to, the ones that Plaintiff experienced), (2) it does not
12 ensure that its dealers are willing to and capable of diagnosing and repairing all of the potential
13 defects that might arise with the Vehicle (including, but not limited to, the ones that Plaintiff
14 experienced), (3) it does not maintain policies and procedures that ensure that dealers and
15 technicians will properly diagnose and repair all potential defects that might arise with the
16 Vehicle (including, but not limited to, the ones that Plaintiff experienced), (4) it does not
17 adequately compensate its dealers for performing repairs in some cases (including, but not
18 limited to, the defects that Plaintiff experienced), (5) it does not ensure that its dealers actually do
19 repair all potential defects that might arise with the Vehicle (including, but not limited to, the
20 ones that Plaintiff experienced), (6) it has adopted policies and procedures which prevent its
21 dealers from repairing all potential defects that might arise with the vehicle (including, but not
22 limited to, the ones that Plaintiff experienced), (7) it knows that some of its dealers are unwilling
23 or unable to repair all of the potential defects that might arise with the Vehicle (including, but not
24 limited to, the ones that Plaintiff experienced), and/or (8) the dealers that Plaintiff visited were
25 actually unable to diagnose and repair the defects that Plaintiff experienced.

26 77. Defendant's promise was made with the intent to defraud and induce Plaintiff to
27 purchase the Vehicle. At the time Plaintiff acted, Plaintiff was unaware of Defendant's intention
28

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not to perform the promise. Plaintiff purchased the Vehicle in justifiable reliance upon the promise.

78. Because of Plaintiff's justifiable reliance upon Defendant's conduct, Plaintiff has been damaged in the amount of at least \$121,000.84.

79. Plaintiff's agreement to purchase the Vehicle is subject to the provisions of Civil Code § 2986.10, which provides that "[a]n assignee of the lessor's rights is subject to all equities and defenses of the lessee against the lessor, notwithstanding an agreement to the contrary" Defendants DOES 10 through 19 are or, at one time, were assignees of the purchase and are thus subject to all equities and defenses which Plaintiff could assert against the lessor. Defendants DOES 30 to 50 are persons who aided, abetted, and/or ratified the fraudulent conduct alleged in this cause of action.

Prayer

PLAINTIFF PRAYS for judgment against Defendants as follows:

1. For Plaintiff's damages in the amount of at least \$121,000.84.
2. For restitution to Plaintiff in the amount of at least \$121,000.84.
3. On Plaintiff's Fourth Cause of Action, for a declaration that Defendant is legally required to repurchase or replace Plaintiff's Vehicle pursuant to subdivision (d)(2) of Civil Code section 1793.2, to make restitution to Plaintiff pursuant to that same section, and to brand the title as required by subdivision (c) of Civil Code section 1793.23.
4. On Plaintiff's Third Cause of Action, for a civil penalty for each violation in the amount of not more than \$242,001.68 pursuant to Civil Code § 1794(c) and (e).
5. On Plaintiff's Fourth Cause of Action, for a civil penalty for each violation in the amount of not more than \$242,001.68 pursuant to Civil Code § 1794(c).
6. On Plaintiff's Fifth Cause of Action, for a civil penalty for each violation in the amount of not more than \$242,001.68 pursuant to Civil Code § 1794(c).
7. On Plaintiff's Sixth Cause of Action, for a civil penalty for each violation in the amount of not more than \$242,001.68 pursuant to Civil Code § 1794(c).

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8. On Plaintiff's Seventh Cause of Action, for a civil penalty for each violation in the amount of not more than \$242,001.68 pursuant to Civil Code § 1794(c).

9. On Plaintiff's Eighth Cause of Action, for a civil penalty for each violation in the amount of not more than \$242,001.68 pursuant to Civil Code § 1794(c).

10. For an order enjoining Defendants from engaging in any act or practice constituting a violation of Business & Professions Code section 17531.

11. For punitive damages.

12. For any consequential and incidental damages.

13. For costs of the suit and Plaintiff's reasonable attorneys' fees.

14. For prejudgment interest at the legal rate.

15. And for such other relief as the Court may deem proper.

Demand for Electronic Service

Plaintiff requests electronic service. Plaintiff's counsel's electronic service address is "firm@goldsmithwest.com". Pursuant to subdivision (e)(2) of Code of Civil Procedure section 1010.6, any party who is represented by counsel is required to electronically serve Plaintiff's counsel with any notice or document that is permitted to be served by mail, express mail, overnight delivery, or facsimile transmission.

Demand for Jury Trial

Plaintiff demands a jury trial on all causes of action asserted herein.

Dated: July 18, 2024

GOLDSMITH WEST, A Professional Law Corporation

By: 
 David A. Goldsmith
 Attorney for Plaintiff James Evans

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Goldsmith (SBN 232457); Phuc Minh ("Peter") Le (SBN 313323) GOLDSMITH WEST, A PROFESSIONAL LAW CORPORATION 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, California 90274 TELEPHONE NO.: +1 (310) 620-8560 FAX NO. (Optional): +1 (310) 861-5527 E-MAIL ADDRESS: firm@goldsmithwest.com ATTORNEY FOR (Name): Plaintiff James Evans	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Alameda 07/18/2024 at 04:28:00 PM By: Darrell Drew, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, California 94612 BRANCH NAME: Oakland- Rene C. Davidson Courthouse	
CASE NAME: James Evans v. Jaguar Land Rover North America, LLC et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: 24CV083947	
JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 13
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
 Date: July 18, 2024
 David Goldsmith

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: JAMES EVANS v. JAGUAR LAND ROVER NORTH AMERICA, LLC


Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[] Hayward Hall of Justice (447)
 [X] Oakland, Rene C. Davidson Alameda County Courthouse (446) [] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-medical (G) [] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[] 38 Wrongful termination (G) [] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[X] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	[] 77 Antitrust / Trade regulation [] 82 Construction defect [] 78 Claims involving mass tort [] 91 Securities litigation [] 93 Toxic tort / Environmental [] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[] 19 Enforcement of judgment [] 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	[] 90 RICO (G) [] 88 Partnership / Corp. governance (G) [] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[] 06 Change of name [] 69 Other petition

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<div style="text-align: center;"> FILED Superior Court of California County of Alameda 07/18/2024 Gladys, Executive Officer/Clerk of the Court By:  Deputy D. Drew </div>
PLAINTIFF(S): James Evans	
DEFENDANT(S): Jaguar Land Rover North America, LLC	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 24CV083947

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

ASSIGNED JUDGE: Victoria Kolakowski
 DEPARTMENT: 518
 LOCATION: Hayward Hall of Justice
 24405 Amador Street, Hayward, CA 94544
 PHONE NUMBER: (510) 690-2727
 FAX NUMBER:
 EMAIL ADDRESS: Dept518@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedures section 170.6 must be exercised within the time period by law. (See Code of Civ. Proc. §§ 170.6, subd. (a.)(2) and 101.3)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording. Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

GENERAL PROCEDURES

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the Rene C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544 and through Civil e-filing. Information regarding Civil e-filing can be found on the courts website. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

NOTICE OF CASE ASSIGNMENT

ASSIGNED FOR ALL PURPOSES TO
JUDGE Victoria Kolakowski
DEPARTMENT 518

All parties are expected to know and comply with the Local Rules of this Court, which are available on the court's website at [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processed (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days." The court's website contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

COURT RESERVATIONS

The use of the Court Reservation System (CRS) is now mandated in many civil courtrooms within the Alameda County Superior Court. Instead of calling or emailing the courtroom to make a reservation, parties with a case assigned to a courtroom using CRS are directed to utilize CRS to make and manage their own reservations, within parameters set by the courtrooms. CRS is available 24 hours a day, seven days a week and reservations can be made from a computer or smart phone. Please note, you are prohibited from reserving more than one hearing date for the same motion.

Prior to scheduling any motion on CRS, including any Applications for Orders for Appearance and Examination, or continuing any motion, please review the online information (if any) for the courtroom in which you are reserving. There may be specific and important conditions associated with certain motions and proceedings. Information is available on the court's eCourt Public Portal at www.eportal.alameda.courts.ca.gov.

Chad Finke, Executive Officer / Clerk of the Court

By



D. Drew, Deputy Clerk